REMARKS

In the Office Action mailed May 14, 2008 the Examiner noted that claims 1-18 were pending and rejected claims 1-18. Claims 1 and 9 have been amended, no claims have been canceled, no claim has been added and, thus, in view of the foregoing claims 1-18 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections are traversed below.

REJECTIONS under 35 U.S.C. § 101

Claim 18 stands rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. In particular the Office asserts that a combination of hardware and software are not patentable.

However, MPEP 2601(IV)(B)(2)(a) states "If a claim defines a useful machine or manufacture by identifying the physical structure of the machine or manufacture in terms of its hardware or hardware and software combination, it defines a statutory product. See, e.g., *Lowry*, 32 F.3d at 1583, 32 USPQ2d at 1034-35; *Warmerdam*, 33 F.3d at 1361-62, 31 USPQ2d at 1760." Claim 18 defines "a processor programmed with software." The Office has already acknowledged that the claim includes software. A processor is clearly hardware. Therefore, the claim is directed to both hardware and software and therefore statutory.

Withdrawal of the rejection is respectfully requested.

REJECTIONS under 35 U.S.C. § 103

Claims 1-17 stand rejected under 35 U.S.C. § 103(a) as being obvious over Hearn, U.S. Patent No. 5,640,505 in view of Orshan, U.S. Patent Publication No. 2002/0152326. The Applicants respectfully disagree and traverse the rejection with an argument and amendment.

Hearn discusses a support structure within a single company that is both the Service Provider and the Network Provider, i.e. the only Service and Network Provider. In Hearn there is only one actor, a traditional telecommunications operator which is both the owner of the network, and who can give services to its own customers in accordance with the needs of the customers.

The Applicants have amended claim 1 to recite "[a] control system in a system comprising: a plurality of service providers; a plurality of network providers, any service provider of the plurality of service providers orders a product at any network provider of the plurality of network prividers and enables the network provider to manage information for delivering said product in a telecommunication network to the service provider."

Such an amendment gives the plurality of service

providers and the plurality of network providers patentable weight. Support for the amendment may be found, for example, in claim 1 as originally filed.

The Office in the *Response to Arguments* asserts that "Hearn distinctly describes the definition of the service provider and network provider at the beginning of his invention, 'the domain for managing customer … and to transmit a request for the provision of a new service … management system… (col. 1, lines 50-67)' which defines a service provider, then a domain for performing the network management operation (which includes element manager) (col. 1, line 48)' defines a network provider. Hearn teaches that a service management system (service provider) sends the new service request (product type order) to the network provider) (col. 3, lines 22—45). That service provider sends a product type order to network provider."

However, There is no discussion in the Hearn, or any wording, that leads one of ordinary skill to split up in different roles that which is the basis for the present invention. On the contrary, to one of ordinary skill in the art it is evident that Hearn addresses a solution intended to be used by a traditional Network Operator. The most clear evidence for this is that the domain separation, that is advocated in this management system is based on management functions, there is e.g.

- domain for handling customers, users
- domain for handling different network technologies

- domain for network management operations.

According to the present invention the management of customers is controlled by business handling systems managed by the Service Provider role, which is quite different from the technical system used by the Network Provider role, and that is of a more technical implemented system.

Hearn is a quite different system from the one disclosed in the present claim. In the present claims the functions are performed by two different entities, which do not have the same knowledge. The Service Provider has the contact with the customer when delivering the services and for billing the customer, but when the customer requests a new service the Network Provider has to provide the Service Provider with the technical information necessary to communicate with the customer. When there is only one entity as in the Hearn patent there is no need to inform the other entity about the technical information for delivering the service, as this information is already available.

Thus, without hindsight knowledge of the present invention one of ordinary skill in the art would not have looked to separate the functionality of a historic "network providers", as discussed in Hearn, the separate network providers and service providers as in the claims.

On page 8 of the Office Action, it is asserted that

Hearn, col. 7, lines 5-9 and line 63 through col. 8, line 7; and col. 9, line 39-55 disclose "means arranged to register a product type order, from a service provider, at a network provider," as in claim 1.

However, as explained above Hearn relates to a system located at a traditional actor, and is not intended to he separated into two different systems separated by an interface (I), including one system with functionalities to manage customers data for the role of Service Provider and another system for managing the functions in a network technologies for the delivery of telecommunications services for the role of the Network Provider. See Hearn col. 1, lines 17-23.

On page 8 of the Office Action, the Office asserts that Hearn, col 1, lines 55-56; col. 3, lines 16-34; and col. 7, lines 63 - col. 8, line 7 disclose "means arranged to translate the communication protocols that the service provider is using to the communication protocols of the network technology of the network provider, which translation is based on said predetermined registered network technology information."

In the Response to Arguments the Office states that Orshan discloses the service provider's (DSLAM) communication protocol transformed to a standard network protocol and then forward it to the inter service provider.

However, DSLAM (Digital Subscriber Line Access Multiplexer) is a technical network equipment (transmission

equipment) that is located in a local telephone station, and makes it possible to use a normal telephone line for a broadband data, communication. A user with his computer is by means of a modem connected to the telephone line, and the computer in that way being in contact with the DSLAM at the local telephone station. The modem, and DSLAM makes it possible for the computer to send signals (Standard Network Protocol) via a router and, thereafter following network elements in the telecommunications network Internet. By Standard Network Protocol what is meant is IP, TCP/IP and UDP/IP.

An IP package from the computer via a modem, a telephone line and DSLAM comes out as an IP package from DSLAM for further transmission to the router, which only understands IP protocol.

Thus, Orshan discusses transferring (transmission) that is being made on a physical connection, subscriber line. Not, translating the communication protocols that the service provider is using to the communication protocols of the network technology of the network provider.

Claim 9 has been amended in a manner similar to that of claim 1. Therefore, for at least the reasons discussed above, Hearn and Orshan, taken separately or in combination, fail to render obvious the features of claims 1 and 9 and the claims dependent therefrom.

Claim 18 stands rejected under 35 U.S.C. § 103(a) as

being obvious over Nishi, U.S. Patent No. 2001/002748 in view of Orshan, U.S. Patent Publication No. 2002/0152326. The Applicants respectfully disagree and traverse the rejection with an argument.

On page 13, it is stated that Nishi, ¶¶ 0033-0038 and 0057 disclose "identifying the network technology of the network provider for the ordered product type, based on predetermined registered network technology information."

However, while the paragraphs cited discusses a level of service, bandwidth, etc…, no where does it discuss an order product type which is used to identify the network technology to be used. Guaranteeing a level of service, is not the same as identifying a network technology.

The Office does not assert and the Applicant has not found that Orshan discloses such a feature.

For at least the reasons discussed above, Ishi and Orshan, taken separately or in combination, fail to render obvious the features of claim 18.

Withdrawal of the rejections is respectfully requested.

SUMMARY

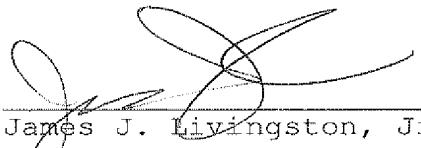
It is submitted that the claims satisfy the requirements of 35 U.S.C. §§ 101 and 103. It is also submitted that claims 1-18 continue to be allowable. It is further submitted that the claims are not taught, disclosed or suggested

by the prior art. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

YOUNG & THOMPSON



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